



City of Warner Robins City Council Meeting Minutes

Tuesday, February 16, 2021

5:30 PM

Zoom

Regular Meeting of Warner Robins City Council

Meeting conducted via teleconference*, due to the State of Emergency issued by Governor Brian Kemp on March 13, 2020 concerning the Coronavirus disease (COVID-19). O.C.G.A. §50-14-1(g) allows cities to conduct a meeting via teleconference, without a requirement of having a quorum present in person, when "necessitated by emergency conditions,".

Presiding: Mayor Randy Toms

City Officials Present:

*Councilman Keith Lauritsen
*Councilman Kevin Lashley
*Councilman Clifford Holmes

*Councilman Larry Curtis
*Councilman Charlie Bibb

Opening Prayer: Councilman Holmes

Pledge of Allegiance: Councilman Curtis

Call to Order: 5:34 p.m.

Adoption of the Agenda: Councilman Lashley moved to adopt the agenda. Councilman Curtis seconded the motion. Councilmen Bibb, Lauritsen, Lashley and Curtis voted for adoption of the agenda.

Closed Session: Mayor Toms requested a motion to enter into an executive session to discuss pending litigation. Councilman Curtis moved for an executive session to discuss pending litigation. Councilman Lashley seconded the motion. Councilmen Bibb, Lauritsen, Lashley and Curtis voted for approval of the executive session. The Regular Council meeting was suspended at 5:35 pm, and the governing body convened into closed session at 5:35 pm; the closed session ended at 6:35 pm. The regular meeting reconvened at 6:35 pm. The City Clerk is in possession of the closed session minutes.

Presentation of Proclamations/Awards:

Mayor Toms presented a proclamation for World Spay Day 2021 on behalf of Governor Kemp's office. Chief Wagner spoke about WRPD State of Georgia Law Enforcement Certification and the process.

Action Items:

Action Item 1 Presentation of Minutes	
The minutes of the regular meeting of February 16, 2021 were presented for approval.	
Motion:	Councilman Holmes moved for the approval of the minutes for regular meeting of Tuesday, February 16, 2021.
Second:	Councilman Curtis
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 2 Purchasing Coversheet	
Purchasing Bid List item, attached hereto, were presented for approval.	
Motion:	Councilman Lauritsen presented and moved for the approval of the Purchasing Bid Coversheet. 9 items.
Second:	Councilman Curtis
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 3 Resolution – Development Authority of Warner Robins Appointment		
A resolution of the Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-4, appoint the following individual to the Board of Directors of the Development Authority of the City of Warner Robins:		
Name	Effective Date of Appointment	Term to Expire
Daryl Vining	February 16, 2021	February 15, 2025
Motion:	Councilman Curtis moved for approval.	
Second:	Councilman Holmes	

Outcome:	Councilmen Holmes and Curtis voted for approval. Councilman Bibb, Lauritsen and Lashley voted in opposition. Motion does not carry.
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Action Item 4	Resolution – Development Authority of Warner Robins Appointment	
A resolution of the Mayor and Council of the City of Warner Robins, acting pursuant to <u>O.C.G.A. § 36-62-4</u> , appoint the following individual to the Board of Directors of the Development Authority of the City of Warner Robins:		
Name	Effective Date of Appointment	Term to Expire
Marian Orahood	February 16, 2021	February 15, 2025
Motion:	Councilman Bibb moved for the approval	
Second:	Councilman Lashley	
Outcome:	Councilmen Bibb and Lashley voted for approval. Councilman Holmes, Lauritsen and Curtis voted in opposition. Motion does not carry.	

Action Item 5	Resolution – Watson Blvd. Streetscape Right of Way Acquisition
<p>A resolution of the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Contract for Acquisition of Right of Way, Federal or State-Aid Project, Non-Reimbursable, Agreement with the Georgia Department of Transportation to set forth an agreement for the acquisition of right-of-way for the Watson Streetscape Project and that the foregoing attached Agreement, relative to P.I. No. 0015953, located on SR 247 Conn from CS I/CS 545/Davis Drive to SR 247 be entered into by the Warner Robins City Council, and that Randy Toms, as Mayor, and Mandy Stella as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Council.</p>	
Motion:	Councilman Holmes moved for approval.
Second:	Councilman Lauritsen
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 6	Resolution – Employee Promotions
<p>The following employees were recommended for promotion by their respective department.</p> <ul style="list-style-type: none"> Demarrion Polk, promoted from Utility Maintenance Worker II (Sewer), Job Class #926, Grade 9, Utility Department, to Equipment Operator (Sewer), Job Class #912, Grade 10, Utility Department, to be effective February 22, 2021. Rob Howard, promoted from Heavy Equipment Operator (Water), Job Class #914, Grade 12, Utility Department, to Utilities Maintenance Crewleader (Water), Job Class #909, Grade 15, Utility Department, to be effective February 22, 2021. 	
Motion:	Councilman Lauritsen moved for approval
Second:	Councilman Curtis
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

A motion was made by Councilman Lauritsen to amend the agenda for Action Item #7 to be read by Councilman Curtis and Action Item #8 to be read by Councilman Lashley. It was seconded by Councilman Curtis. Councilman Bibb, Lauritsen, Lashley, Holmes and Curtis all approved.

Action Item 7	Ordinance #03-21 – Updated Speed Zones
<p>IT IS HEREBY ORDAINED by the governing authority of the City of Warner Robins amend chapter 14 of the city code as follows:</p> <p style="text-align: center;">- 1 -</p> <p>Sec. 14-152 - Speed Zones, shall be deleted in its entirety and the attached schedule inserted in lieu thereof.</p> <p style="text-align: center;">- 2 -</p> <p>If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith,</p> <p>this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.</p> <p>Prosecutions for any violation of law occurring prior to the effective date of this ordinance shall not be affected by the repeals or amendments made herein or abated by reason thereof.</p>	

Motion:	Councilman Curtis moved for approval of Ordinance #03-21 and to waive the second reading.
Second:	Councilman Lauritsen
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 8	Resolution – Intergovernmental Agreement (Natatorium)
<p>A resolution of the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Intergovernmental Agreement with the Houston County Board of Commissioners (County) and the Houston County Board of Education (District) to set forth an agreement for the financing, construction, joint use, operation and maintenance of a Natatorium constructed upon property owned by the District.</p>	
Motion:	Councilman Lashley moved for approval
Second:	Councilman Holmes
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 9	Resolution – Intergovernmental Agreement (Elections)
<p>A resolution of Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Intergovernmental Agreement with the Houston County Board of Commissioners (County) and the Houston County Board of Elections (Bd of Elections) to set forth an agreement for the Board of Elections to perform all duties of the City's election superintendent except for those exceptions noted in Section 1 of the attached agreement.</p>	
Motion:	Councilman Bibb moved for approval.
Second:	Councilman Curtis
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 10	Resolution – Surplus Property
<p>A resolution of the Mayor and Council that the City of Warner Robins is owner of certain items of personal property more particularly described in Exhibit "A"; and said items are no longer needed for public use or have become unusable for the purpose intended; and it is in the best interest of the City that the said items be declared surplus. The value of each individual item on the said Exhibit "A" are less, than Five Hundred (\$500.00) Dollars, as indicated.</p>	
Motion:	Councilman Holmes moved for approval

Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 11	Motion – Home Occupation Permits
<p>The following Home Occupation Permits are recommended for approval by the Planning and Zoning Board:</p> <ol style="list-style-type: none"> Wilfredo Gonzalez – 115 Emerald Court – requests permission to operate an auto brokerage as a home occupation. Michele Lee Yerdon – 159 Little John Lane – requests permission to operate a residential cleaning business as a home occupation. Velisha Bishop – 202 Kingsbury Circle – requests permission to operate a self-care product retail business as a home occupation. Geraldine Lovell – 136 Linda Kay Court – request permission to operate a craft business as a home occupation. 	
Motion:	Councilman Lauritsen moved for approval
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 12	Motion – Rezoning Petition – Alpine Valley Properties, LLC
<p>Alpine Valley Properties, LLC – requests the rezoning of properties known as Tract C-1 and C-2 located at Old Perry Road, West of Bellwood Avenue, together totaling 38.16 acres from the zoning of R-2[Single Family Residential] to the zoning of R-3[General Residential].</p>	
Motion:	Councilman Lashley moved for approval.
Second:	Councilman Lauritsen
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 13	Motion – Rezoning Petition – S&B Properties, LLC
S&B Properties, LLC – requests the rezoning of 801 Corder Road, totaling 0.51 acres from the zoning of R-2[Single Family Residential] to C-2[General Commercial].	
Motion:	Councilman Curtis moved for approval.
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 14	Ordinance #04-21 – ASIL Group, LLC – Annexation and Rezoning
Ordinance #04-21 of the Mayor and Council of the City of Warner Robins annexing properties, together totaling 61.31 acres, located at E Bob White Road, West of Old Perry Road, a 13.92 acre portion of [001050 048000], and a right-of-way on the Westernmost end of E Bob White Road known as “Tract A”, totaling 0.22 acres and rezoning from R-2[Single Family Residential] to the zoning of R-3[General Residential].	
Motion:	Councilman Bibb moved for approval of Ordinance #04-21 and to waive the second reading.
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.
Motion:	Councilman moved for the approval of the rezoning
Second:	Councilman Holmes
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 15	Resolution – Sister City
A resolution of Mayor and Council of the City of Warner Robins approve becoming a Sister City with York, England to enjoy the future benefits of citizen diplomacy, cultural cooperation and economic development through visitation.	
Motion:	Councilman Holmes moved for approval.
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 16	Resolution – Development Review Committee Appointments	
A resolution of Mayor and Council of the City of Warner Robins acting pursuant to the Declaration of Protective Covenants for the Booth Road Industrial Site and its amendment appoint the following two (2) individuals to the Development Review Committee for that location:		
Name	Effective Date of Appointment	Term to Expire
Andy Thomas	February 16, 2021	February 16, 2022
Rikki Waite	February 16, 2021	February 16, 2022
Motion:	Councilman Lauritsen moved for approval.	
Second:	Councilman Bibb	
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.	

Action Item 17	Discussion – Joint Development Authority Robins International Industrial Park
Motion:	N/A
Second:	N/A
Outcome:	N/A

Adjournment: 7:44 p.m.

Next Regular Council Meeting: Monday, March 1, 2021



Mandy Stella
City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

R E S O L U T I O N

WHEREAS, the City of Warner Robins is owner of certain items of personal property more particularly described in Exhibit "A" attached hereto; and

WHEREAS, said items are no longer needed for public use or have become unusable for the purpose intended; and it is in the best interest of the City that the said items be declared surplus; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the value of each individual item on the said Exhibits "A" are more, or less, than Five Hundred (\$500.00) Dollars, as indicated.

BE IT FURTHER RESOLVED that said property be sold in accordance with the laws of the State of Georgia.

This 1st day of March 2021

CITY OF WARNER ROBINS, GEORGIA



BY: *Randy Toms*
RANDY TOMS
MAYOR

ATTEST:

Mandy Stella

MANDY STELLA
CITY CLERK

STATE OF GEORGIA
CITY OF WARNER ROBINS

RESOLUTION
AUTHORIZING PUBLIC COMMENT OF
FY 2021 PROPOSED STATEMENT OF OBJECTIVES
AND PROJECTED USE OF FUNDS

WHEREAS, the City of Warner Robins (City) is designated as an entitlement city by the U. S. Department of Housing and Urban Development (HUD) for the purpose of participation in the Community Development Block Grant Program (CDBG), and

WHEREAS, all proposed activities must be consistent with the City's Consolidated Plan and the Consolidated Plan must be approved by HUD; and

WHEREAS, to ensure continuous funding under this program the City must allow citizen input on the FY 2021 Proposed Statement of Objectives and Projected Use of Funds prior to publication of the Annual Action Plan; and

WHEREAS, the City of Warner Robins will provide any additional information HUD may request, and

WHEREAS, HUD regulations contained in 24 CFR Part 91 et.al. also require local governing body approval of the budget for said activities as shown in the Proposed Statement of Objectives and Projected Use of Funds for the FY 2021 HUD Entitlement Grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the FY 2021 Proposed Statement of Objectives and Projected Use of Funds be adopted and approved and hereby authorize general publication of same.

This 1st day of March, 2021



Attest:


Mandy Stella, City Clerk

CITY OF WARNER ROBINS,
GEORGIA

BY: 
Randy Toms, Mayor

PUBLIC NOTICE

**CITY OF WARNER ROBINS
COMMUNITY DEVELOPMENT BLOCK GRANT
PROPOSED STATEMENT OF OBJECTIVES AND PROJECTED
USE OF FUNDS FOR PY 2021 HUD ENTITLEMENT GRANT**

The City of Warner Robins anticipates receiving \$650,000 from the U. S. Department of Housing and Urban Development (HUD) as its Entitlement funding allocation under the Community Development Block Grant Program. In addition, the City anticipates program income in the amount of \$20,000 to be available for the Community Development Block Grant for a total PY 2021 estimated operating budget of \$670,000.

Unless otherwise designated concentrated use of funds will be in the Neighborhood Strategy Area (NSA) bordered on the east by Highway 247, south by Richard B. Russell Parkway, west by Pleasant Hill Road, Johns Road, Suzanne Drive, and north by Keith Drive, Bargain Road. All activities are expected to meet or exceed the 70% overall program benefit to low and moderate income citizens. Each activity must meet one of three National Objectives of the CDBG program. These National Objectives are:

- 1) Benefit to low and moderate income persons
- 2) Addressing of slum or blight
- 3) Meeting a particular urgent need

The sources of funding are as follows:

CDBG	\$650,000
Program Income	<u>\$20,000</u>
Total funds:	\$670,000

PY2021 Action Plan consists of the following projects:

- **PUBLIC SERVICES***** \$100,000**
 - Meals on Wheels \$20,000
 - Family Counseling Center \$20,000
 - Boys & Girls Club \$20,000
 - NAMI Central Georgia, Inc. \$20,000
 - Family Promise \$20,000
- **HOUSING***** \$313,000**
 - Single Unit Residential \$ 63,000
 - Rebuilding Together \$150,000
 - Habitat for Humanity \$100,000
- **CODE ENFORCEMENT***** \$32,000**
- **PUBLIC FACILITIES AND IMPROVEMENTS*** \$45,500**
 - Genesis Joy House
 - NAMI Central Georgia, Inc
 - Houston County Volunteer Medical Clinic
- **CLEARANCE AND DEMOLITION***** \$49,500**
- **PROGRAM ADMINISTRATION***** \$127,500**
 - Fair Housing \$2,500
- **TOTAL EXPENDITURES***** \$670,000**

***NOTE: All proposed activities' budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.**

The City of Warner Robins Community Development Department, after holding public hearings on January 7, 2021, and February 18, 2021, submitted for approval by the Mayor and Council its Fiscal Year 2021 Community Development Block Grant Proposed Statement of Objectives and Projected use of funds at the March 1, 2021, Council meeting held at 5:30 PM in City Hall Council Chambers, 700 Watson Boulevard, Warner Robins, Georgia.

The DRAFT Annual Plan is available for the 30-day public review period beginning March 3, 2021 to April 2, 2021.

Copies of the DRAFT Annual Action Plan will be available for public review at the following places:

- Office of Community Development – 700 Watson Blvd., 2nd Floor City Hall
- Nola Brantley Memorial Library – 721 Watson Blvd.
- City of Warner Robins website: www.wrga.gov “Community Development”

Interested parties are invited to submit written comments concerning this document by 4:00 PM on April 2, 2021. Questions or comments can be directed to Kim Mazo, Office of Community Development, 700 Watson Blvd., 2nd Floor, Warner Robins, GA 31099 or to kmazo@wrga.gov. After reviewing citizens' comments, the proposed statement may be modified if deemed appropriate. Final approval of the PY2021 Action plan will be submitted to Mayor and Council at their meeting on April 19, 2021 at 5:30 P.M., City Hall, Council Chambers.

Please contact the Office of Community Development at 478-302-5514 for any questions.

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Agreement with Georgia Southern and Florida Railway Company to install, maintain, operate and remove a proposed installation of underground pipe located along the Macon-Valdosta Line in Bonaire, Houston County, Georgia.

This 1st day of March, 2021.



CITY OF WARNER ROBINS, GEORGIA

By: *Randy Toms*
Randy Toms, Mayor

Attest:

Mandy Stella
Mandy Stella, City Clerk



November 18, 2020

William Abarca
City of Warner Robins
700 Watson Blvd
Warner Robins, Georgia, 31095

RE: Proposed installation of an underground transverse crossing of a 15" PVC sanitary sewer pipe, encased in a 30" steel pipe.

**Georgia Division, at Mile Post 21.01-G
Bonaire, Houston County, Georgia
Latitude / Longitude: 32.55000000 / -83.59800000
NS Activity No. 1289081**

Dear William Abarca:

RailPros, as consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of **\$20,300.00** within the Application System;
2. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
3. **A separate Railroad Protective Liability Insurance policy**, as required in the agreement, with Railway as the named insured, and the Activity ID referenced in the description, submitted within the Application System; OR
4. The submission of the Risk Management Fee of **\$1,900.00** adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services for the project, such as *flagging protection, construction monitoring, and post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me at mitch.bruckner@railpros.com.

Sincerely,

Mitch Bruckner

Mitch Bruckner
Real Estate Specialist

11819 Miracle Hills Dr., Ste 102
Omaha, NE 68154

P: (402) 965-0539 **F:** (866) 762 - 7619

www.railpros.com

THIS AGREEMENT, dated November 18, 2020 is made and entered into by and between

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, a Georgia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF WARNER ROBINS, a Georgia Government Entity, whose mailing address is PO Box 8629, Warner Robins, Georgia, 31095 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a Proposed installation of an underground transverse crossing 15" PVC sanitary sewer pipe, encased in a 30" steel pipe casing pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost 21.01-G, Macon-Valdosta Line
- Latitude 32.55000000, Longitude -83.59800000
- Bonaire, Houston County, Georgia

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibit "A", dated November 18, 2020, attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable license fee in the amount of TWENTY TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$22,200.00) (hereinafter called the "Fee") to cover rent for a twenty-year term commencing on the Effective Date of this Agreement in the amount of \$20,300.00 and a one-time the Risk Financing Fee (as hereinafter defined) in the amount of \$1,900.00, and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Term. This license shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.

2. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as

suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during the installation, maintenance, repair, renewal or removal of the Facilities. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's

judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of protection and construction monitoring or inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent

company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities or one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:

City of Warner Robins
700 Watson Blvd
Warner Robins, Georgia, 31095

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**GEORGIA SOUTHERN AND FLORIDA RAILWAY
COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness:

CITY OF WARNER ROBINS

As to Licensee

By: Randy Tor
Title: Mayor

Activity Number 1289081
MEB: 11/18/2020

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute the attached Loan Agreement with the National Museum of the U.S. Air Force for Loan Account Number SDA0072 for continued use of two Aircraft; F-15A(GF), 74-0121 and T-33A, 52-9225.

This 1st day of March, 2021.



CITY OF WARNER ROBINS, GEORGIA

By: Randy Toms
Randy Toms, Mayor

Attest:

Mandy Stella
Mandy Stella, City Clerk

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2021 LOAN AGREEMENT, SDA0072

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF WARNER ROBINS, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of GA and located at WARNER ROBINS a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2021 and ending 31 March 2022. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. **Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. **Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the USAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. **Incident Reporting.** The Borrower shall, within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. **Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2021.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender, and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Eighteenth Day of January, 2021, at Wright-Patterson AFB Ohio.

By: Melissa Shaw
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 1 day of March 2021, at _____.

City of Warner Robins
(Name of Borrower/Organization)

By: Randy Toms
(Signature)

Randy Toms, Mayor
(Typed or Printed Name & Title)

Address: PO Box 8629
Warner Robins, Ga 31095

Telephone: 478-302-5515

Email: rtoms@wrgea.gov

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).

2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.

3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.

2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.

3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:

a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.

b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

Loan Account Number **SDA0072**

RCS: HAF-HO(A) 8801

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Randy Jackson, promoted from Grounds Maintenance Worker III, Job Class #481, Grade 11, Public Works Department, to Grounds Maintenance Crewleader, Job Class #480, Grade 14, Public Works Department, to be effective March 8, 2021.

-2-

Ashely McDaniel, promoted from Cashier, Job Class #177, Grade 9, Administrative Services Department, to Customer Service Specialist, Job Class #178, Grade 10, Administrative Services Department, to be effective March 8, 2021.

This 2nd day of March, 2021

By: Randy Toms
Randy Toms, Mayor

ATTEST:

Mandy Stella
Mandy Stella, City Clerk

